

TAB 4



SPECIAL FUNCTION PERMIT APPLICATION

EVENT NAME: Pongos Party in the Park EVENT DATE: Oct. 9, 2009
 APPLICANT: Palmetto Historical Commission EVENT TIME: 5:30-7:30pm
 ADDRESS: 515-10th Ave. - Palmetto PHONE: 723-4991
 CONTACT: Diane Ingram PHONE: 721-2034

DETAILS OF FUNCTION: LOCATION, PARADE ROUTE, ETC.: 1st B'day Party for Palmetto High School FFA's holstein - Activities will include crafts games photo w/ Pongo -
Approval for food vending & animal on premises pending

CITY SERVICES REQUIRED:
 POLICE: Streets Blocked: _____ Traffic Control: _____ Security: _____ Other: _____
 PUBLIC WORKS: Barricades: _____ Clean-up: _____ Set-up: _____ Other: _____

If a temporary restroom is utilized for a period greater than five (5) days, a Temporary Use Permit is required. Application is available at City Hall.

TEMPORARY RESTROOM FACILITIES: # of units: _____ # of days: _____
 Proposed location(s): _____

INSURANCE REQUIREMENT: Organized events open to the public require insurance naming the City of Palmetto as an "Additional Insured" and the insurance policy must be provided to the City Clerk ten (10) days prior to the event. If you have entered into a rental agreement for a City facility for a private event, no insurance is required. **Please review Exhibit A for insurance coverage requirements.**

The Special Function Permit Application must be submitted to City Commission for approval at least 30 days prior to the event. Sale or consumption of alcoholic beverages on City property is strictly prohibited. If your event will include the use of loudspeakers, you may be required to apply for a Special Permit Exception to the City's Noise Ordinance (See Chapter 5-Amusements, of the City of Palmetto Code of Ordinances).

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EVENT: Pongo's Party in the Park

Event Date: Oct. 9, 2009

INDEMNITY

Palmetto Historical Commission

(Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

[Signature]
Permittee

CITY APPROVAL:

Public Works Director <u>[Signature]</u>	Date <u>8-31-09</u>
Planning & Zoning _____	Date _____
Risk Management <u>[Signature]</u>	Date <u>8-31-09</u>
Parks Department <u>[Signature]</u>	Date <u>8/21/09</u>
Police Department _____	Date _____
North River Fire _____	Date _____
APPROVED BY COMMISSION: _____	Date _____

Internal use only
Date Received:

Special Function Permit Application
Page 2

EVENT: Pongo's Party in the Park

Event Date: Oct. 9, 2009

Palmetto Historical Commission INDEMNITY
(Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

[Signature]
Permittee

CITY APPROVAL:

Public Works Director <u>[Signature]</u>	Date <u>8-31-09</u>
Planning & Zoning <u>[Signature]</u>	Date _____
Risk Management <u>[Signature]</u>	Date <u>8-31-09</u>
Parks Department <u>[Signature]</u>	Date <u>8/21/09</u>
Police Department _____	Date _____
North River Fire <u>[Signature]</u>	Date <u>9/1/09</u>
APPROVED BY COMMISSION: _____	Date _____

Internal use only

Special Function Permit Application
Page 2

EVENT: Pongo's Party in the Park

Event Date: Oct 9, 2009

INDEMNITY

Palmetto Historical Commission (Permittee)

agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

[Signature]
Permittee

CITY APPROVAL:

Public Works Director <u>[Signature]</u>	Date <u>8-31-09</u>
Planning & Zoning <u>[Signature]</u>	Date _____
Risk Management <u>[Signature]</u>	Date <u>8-31-09</u>
Parks Department <u>[Signature]</u>	Date <u>9/21/09</u>
Police Department <u>[Signature]</u>	Date <u>9-9-9</u>
North River Fire _____	Date _____
APPROVED BY COMMISSION: _____	Date _____

Internal use only
Date Received.

Special Function Permit/Temporary Use Permit Application

Pongo's Party in the Park
Palmetto Historical Commission

Friday, October 9, 2009 (5:30 p.m. – 7:30 p.m.)
All activities will take place at Palmetto Historic Park

No City Services requested

Required insurance certificates will be provided.

No costs associated with this request.

School Board of Manatee County

P.O. Box 9069
Bradenton, Florida 34206-9069

TIM MCGONEGAL
SUPERINTENDENT

213 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941) 708-8770
FAX (941) 708-8686

SCHOOL BOARD
WALTER E. MILLER
"CHAIRMAN"
JANE R. PFEHSTICKER
"VICE-CHAIRMAN"
ROBERT C. GAUSE
BARBARA A. HARVEY
HARRY G. KINNAK

August 24, 2009

ATTN: Diane Ingram
Manatee County Ag Museum
1015 8th Street West
Palmetto, FL 34221

This is to certify that the School District of Manatee County, Florida, is a qualified self-insured for all liability claims and related expenses pursuant to the provisions of Florida Statute §768.28 which allows coverage to a maximum amount of \$100,000 per person/claim and \$200,000 per occurrence. Additionally, this letter certifies that the School District of Manatee County is a qualified self-insured for Workers' Compensation in accordance with the requirements of Chapter §440.38 Florida Statutes.

This certification is in effect for the School District of Manatee County's Palmetto High School's FFA Party with Pong in the Park on October 9, 2009, from 3:30 PM through 9:30 PM.

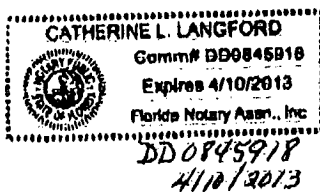
Sincerely,

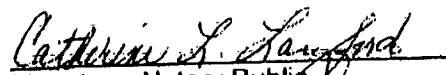
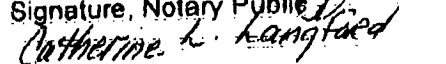


Forrest S. Branscomb, MPH, CSP, ARM, GBA
Director of Risk Management

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to me and subscribed before me on this 24 day of August 2009, by
Forrest S. Branscomb who is personally known to me.




Signature, Notary Public




SPECIAL FUNCTION PERMIT APPLICATION

EVENT NAME: Bridal Shower (Casney Westbrook) EVENT DATE: Sept. 19 2009
 APPLICANT: Daylin M. Hudson EVENT TIME: 2:00 pm
 ADDRESS: 6807 18th Ave E PHONE: 941-920-0908
 CONTACT: _____ PHONE: _____

DETAILS OF FUNCTION: LOCATION, PARADE ROUTE, ETC.: Bridal Shower
515 10th Avenue West Palmetto, FL 34221

ANTICIPATED ATTENDANCE: 72 people

CITY SERVICES REQUIRED:

POLICE: Streets Blocked: _____ Traffic Control: _____ Security: _____ Other: _____
 PUBLIC WORKS: Barricades: _____ Clean-up: _____ Set-up: _____ Other: _____

If a temporary restroom is utilized for a period greater than five (5) days, a Temporary Use Permit is required. Application is available at City Hall.

TEMPORARY RESTROOM FACILITIES: # of units: 0 # of days: 0
 Proposed location(s): _____

INSURANCE REQUIREMENT: Insurance naming the City of Palmetto as an "Additional Insured" must be provided to the City Clerk ten (10) days prior to any event that is part of the Special Function Permit. . Please review Exhibit A for insurance coverage requirements.

The Special Function Permit Application must be submitted to City Commission for approval at least 30 days prior to the event. Sale or consumption of alcoholic beverages on City property is strictly prohibited. If your event will include the use of loudspeakers, you may be required to apply for a Special Permit Exception to the City's Noise Ordinance (Sec Chapter 5-Amusements, of the City of Palmetto Code of Ordinances).

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Special Function Permit Application
Page 2

EVENT: Bridal Shower (Ashley Westbrook) Event Date: Sept. 19 2009

HOLD HARMLESS AGREEMENT

Kaylin M. Hurson agrees to indemnify and hold harmless the City of Palmetto
(Name of Organization/Person)

from any and all liability, defense costs, including other fees, loss or damage the City of Palmetto may suffer as a result of claims, demands, costs, or judgments against it arising from Kaylin M. Hurson's activities as indicated in the Special Function Application form.
(Name of Organization/Person)

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

Kaylin M. Hurson
Permittee

CITY APPROVAL:

Public Works Director <u>Allan Ludwig</u>	Date <u>8-31-09</u>
Planning & Zoning _____	Date _____
Risk Management <u>[Signature]</u>	Date <u>8-31-09</u>
Parks Department <u>Geoff Seidel</u>	Date <u>8/21/09</u>
Police Department _____	Date _____
North River Fire _____	Date _____
APPROVED BY COMMISSION: _____	Date _____

Internal use only
Date Received: _____

Special Function Permit Application
Page 2

EVENT: Bridal Shower (Ashley Westbrook) Event Date: Sept. 19 2009

HOLD HARMLESS AGREEMENT

Kaylin M. Hudson agrees to indemnify and hold harmless the City of Palmetto
(Name of Organization/Person)

from any and all liability, defense costs, including other fees, loss or damage the City of Palmetto may suffer as a result of claims, demands, costs, or judgments against it arising from Kaylin M. Hudson's activities as indicated in the Special Function Application form.
(Name of Organization/Person)

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

Kaylin M. Hudson
Permittee

CITY APPROVAL:

Public Works Director Allen L. Lewis
Planning & Zoning [Signature]
Risk Management [Signature]
Parks Department [Signature]
Police Department [Signature]
North River Fire [Signature]
APPROVED BY COMMISSION: _____

Date 8-21-09
Date _____
Date 8-31-09
Date 8/21/09
Date _____
Date 9/4/09
Date _____

Internal use only
Date Received: _____

Special Function Permit Application
Page 2

EVENT: Bridal Shower (Ashley Westbrook) Event Date: Sept. 14 2009

HOLD HARMLESS AGREEMENT

Kaylin M. Hudson agrees to indemnify and hold harmless the City of Palmetto
(Name of Organization/Person)

from any and all liability, defense costs, including other fees, loss or damage the City of Palmetto may suffer as a result of claims, demands, costs, or judgments against it arising from Kaylin M. Hudson's activities as indicated in the Special Function Application form.
(Name of Organization/Person)

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

Kaylin M. Hudson
Permittee

CITY APPROVAL:

Public Works Director	<u>Allen R. Insley</u>	Date	<u>8-21-09</u>
Planning & Zoning	<u>[Signature]</u>	Date	_____
Risk Management	<u>[Signature]</u>	Date	<u>8-31-09</u>
Parks Department	<u>[Signature]</u>	Date	<u>8/21/09</u>
Police Department	<u>[Signature]</u>	Date	<u>9-9-9</u>
North River Fire	_____	Date	_____
APPROVED BY COMMISSION:	_____	Date	_____

Internal use only
Date Received: _____

Special Function Permit/Temporary Use Permit Application

Bridal Shower
Kaylin M. Hudson

Saturday, September 19, 2009 (2:00 p.m. – 7:30 p.m.)

Carnegie Library Basement – rented (application attached)

No City Services requested

Required insurance certificates will be provided.

No costs associated with this request.

Palmetto Historical Park
515 10th Ave West
Palmetto, Florida 34221

Phone: (941) 723-4991
Fax: (941) 721-6828
E-Mail: lynn.pope@manateeclerk.com

PALMETTO HISTORICAL PARK RENTAL AGREEMENT

Please complete this agreement with as much detail as possible. Return completed agreement with ALL appropriate rental fees via mail to the address above, or in person to 515 10th Ave W. Palmetto

Name of Applicant: Kaylin Hudson		Name of Organization <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Not For Profit Bridal Shower	
Address: 6807 18 th Ave E	City: Bradenton	Zip Code: 34208	
Phone (daytime): 941-920-0908	Phone same (evening): same	Phone (cell): same	E-Mail Address: COCO01445@AOL.COM
Contact 1 (if other than applicant)	Phone (daytime):	Phone (evening):	
Contact 2 (if other than applicant)	Phone (daytime):	Phone (evening):	
Anticipated attendance: 72	Minimum 0	Maximum 72	
Date(s) of Use: Sept. 19 th 2009	Day(s) of week: Saturday		
Start time (include decorating/setup time): 2:00 pm	End time (include cleanup time): 6:00 pm		
Is this a fundraising event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Is an entry fee, ticket or registration fee required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Are any other fees associated with this event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes to any of the above, please explain how funds will be used.			

Please check all that apply to this event:

- Baby/Bridal Shower Birthday Party Church Function/Social Family Gathering/Reunion
 Field Use (Games or Practices) Field Use (Recreational) Meeting Picnic Clinic
 Political Function Tournament Wedding or Reception Youth League Meeting
 Electric (if available) Water (if available) Other (describe):

Palmetto Historical Park & Rental Fees

Please check ALL facilities being requested for use and circle the application fees.

Carnegie Library

Basement Floor Only

FEES: \$130.00 First 5 Hours/ \$40.00 each additional hour

Basement Floor & Grounds

FEES: \$140.00 First 5 Hours/ \$45.00 each additional hour

Chapel \$100.00 Security deposit

FEES: \$50.00 an hour

NOTE: PURSUANT TO CHAPTER 19, ARTICLE VI OF THE CITY CODE OF ORDINANCES, SHOULD YOUR RENTAL AGREEMENT: 1. BE FOR MORE THAN 50 INDIVIDUALS. 2. BE FOR MORE THAN FIVE (5) DAYS IN ANY THIRTY(30) DAY PERIOD, OR 3. BE OPEN TO THE PUBLIC, A SPECIAL FUNCTION PERMIT, CERTIFICATE OF INSURANCE NAMING THE CITY OF PALMETTO AND THE PALMETTO HISTORICAL COMMISSION INC. AS ADDITIONAL INSURED, AND CITY COMMISSION APPROVAL IS REQUIRED. ADDITIONAL FEES FOR LONG TERM RENTAL OF CITY FACILITIES SHALL BE BASED ON THE ADDITIONAL OPERATION AND MAINTENANCE COSTS INCURRED BY THE CITY IN CONNECTION WITH SUCH LONG TERM USE.

Security Deposit: \$50.00 per facility unless a different amount is specified above. This amount is payable at time of reservation and is refundable upon the Completion of a favorable inspection. Up to 100% of the security deposit may be retained for damage and/or clean up if deemed necessary by management. In addition, the applicant shall be responsible for payment of cleaning/damage charges in excess of the security deposit.

Total Fees Enclosed: \$ 170.00 [Cash or Check # _____ for Rental Fees _____ for Deposit(s) 50

A Drivers License # is required for ALL checks for the person whose name is on the check:
State FL # H325-513-88-702-0

Applicant fully understands that submittal of this agreement does not confirm my/our request and that ALL Rental Fees which include Taxes Must Be Included With This Agreement. I/We further understand that ALL requests are subject to staff approval and are processed on a first come first served basis. Upon review, a designated staff member will notify me or one of my contacts regarding the status of this request and whether or not there is any additional information required, or if any rental fees and/or deposits still remain to be paid. I/We also acknowledge that I/We have received a copy, read, understand and fully agree to all of the items and terms outlined in the Facility Rental Agreement, including how to proceed in the event of any emergency needing immediate attention during the event. I/We further affirm that the information contained in this application is true and correct to the best of my/our knowledge.

Signature of Applicant: Kaylin M. Hudson Date: 8-13-09

Please make ALL checks payable to the Palmetto Historical Commission

FOR OFFICE USE ONLY

Date Rec'd: 8-13-09

Approved or Denied

Fees Collected: ~~\$170.00~~ 220.00 Receipt #/s:

Palmetto Historical Commission

Sybil Pope

Palmetto Parks and Recreation Department

**PALMETTO HISTORICAL PARK
AGREEMENT ACKNOWLEDGEMENT**

The Applicant, Kaylin Hudson, hereby acknowledges and agrees to the following:

- All rental fees which include taxes must be included with this agreement.
- Submittal of the agreement does not confirm reservation dates.
- Reservation requests are subject to City approval and are processed on a first come, first served basis.
- Applicant has been provided with a copy of the Palmetto Historical Park Facility Rental Rules and Regulations and agrees to abide by same.

Applicant hereby affirms that the information contained in this agreement is true and correct, acknowledges receipt of a copy of the agreement, and agrees to all of the terms and conditions as outlined in the Facility Rental Agreement, including how to proceed in the event of an emergency during the event.

In the case of an emergency contact the Palmetto Police Department at 941-723-4587.

The applicant hereby agrees to indemnify and hold harmless the Palmetto Historical Commission, Inc. and the City of Palmetto ("City"), its agents and employees from any and all liability, defense costs, including other fees, loss or damage the City of Palmetto may suffer as a result of claims, demands, costs, or judgments against it arising from applicant's activities listed in this City Facility Agreement.

The undersigned applicant certifies that he or she accepts responsibility on behalf of his/her organization / group and its guests for any damage or theft sustained by the City (premises, landscaping, equipment, furniture) because of occupancy of the City Facility by the organization. I have read and agree to comply with the rules and regulations stated in or incorporated into this rental agreement. The cost of any special cleaning or damage to the City Facility, equipment or grounds due to the scheduled activity or event will be deducted from the security deposit provided for herein. In the event that such costs exceed the amount of the security deposit, the undersigned agrees to be personally responsible for the payment to the City of any overages.

By: Kaylin M Hudson

Print name: Kaylin M Hudson

Date: 8-13-09